Roland Tellis (*pro hac vice* to be filed)
rtellis@baronbudd.com
Jonas P. Mann (NJ Bar No. 020372007)
jmann@baronbudd.com
BARON & BUDD, P.C.
15910 Ventura Boulevard, Suite 1600
Encino, California 91436
Telephone: (818) 839-2333
Facsimile: (818) 986-9698

Raymond P. Boucher (*pro hac vice* to be filed)
ray@boucher.la
Brian Bush (*pro hac vice* to be filed)
bush@boucher.la
BOUCHER LLP
21600 Oxnard Street, Suite 600
Woodland Hills, California 91367
Telephone: (818) 340-5400
Facsimile: (818) 340-5401

Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

ALANA CAMPOS, JENNIFER ZHARINOVA, JAIME EDMONDSON LONGORIA, DESSIE MITCHESON, TARA LEIGH PATRICK, SARA UNDERWOOD, JAMIE MIDDLETON, and CORA SKINNER, Plaintiffs, v. NEW CLUB 15 INC., d/b/a CLUB 15 GENTLEMEN'S CLUB, Defendant.	Docket No. **COMPLAINT FOR:** (1) Misappropriation of Likeness; (2) Unfair Competition, 15 U.S.C. § 1125(a); (3) Unfair Competition, N.J.S.A. 56:4-1; and, (4) Unfair Competition. **Jury Trial Demanded**

Plaintiffs Alana Campos, Jennifer Zharinova, Jaime Edmondson Longoria, Dessie Mitcheson, Tara Leigh Patrick, Sara Underwood, Jamie Middleton, and Cora Skinner ("Plaintiffs") set forth and allege as follows:

INTRODUCTION AND PARTIES

A. Plaintiffs

1. Plaintiff Alana Campos ("Campos") is, and at all times relevant to this action was, a professional model and actress, and a resident of California.

2. Plaintiff Jennifer Zharinova ("Zharinova") is, and at all times relevant to this action was, a professional model and actress, and a resident of California.

3. Plaintiff Jaime Edmondson Longoria ("Edmondson") is, and at all times relevant to this action was, a professional model and actress, and a resident of Florida.

4. Plaintiff Dessie Mitcheson ("Mitcheson") is, and at all times relevant to this action was, a professional model and actress, and a resident of California.

5. Plaintiff Tara Leigh Patrick is known professionally as Carmen Electra ("Electra"). Plaintiff Electra is, and at all times relevant to this action was, a professional model and actress, and a resident of California.

6. Plaintiff Sara Underwood ("Underwood") is, and at all times relevant to this action was, a professional model and actress, and a resident of Oregon.

7. Plaintiff Jamie Middleton ("Middleton") is, and at all times relevant to this action was, a professional model and actress, and a resident of Texas.

8. Plaintiff Cora Skinner ("Skinner") is, and at all times relevant to this action was, a professional model and actress, and a resident of California.

B. Defendant

9. Upon information and belief, New Club 15, Inc., ("Defendant") is a corporation organized and existing under the laws of the State of New Jersey with a principal place of business at 619 Route 15, Lake Hopatcong, Morris County, New Jersey.

10. Upon information and belief, Defendant is now, and at all times mentioned herein was, the operator of the Club 15 Gentlemen's Club ("Club 15"), which is an strip club, located at 619 Route 15, Lake Hopatcong, Morris County, New Jersey.

11. Upon information and belief, Defendant owns and/or operates various social media accounts, including Facebook (https://www.facebook.com/ClubFifteenGC/), and its website (http://www.club15jersey.com/) through which it promotes its business, solicits customers, and advertises events for Club 15.

12. Upon information and belief, Defendant has, and at all times mentioned herein had, control over the contents of its website and social media accounts.

13. Upon information and belief, Defendant uses or allows third-party social media accounts (e.g., https://www.facebook.com/PrivateDancerMag/) to

advertise Club 15 events, promotes its business, and solicit customers on behalf of Defendant.

14. Upon information and belief, Defendant has, and at all times mentioned herein had, control over the contents of the third-party posts on its behalf.

JURISDICTION AND VENUE

15. This Court has federal question jurisdiction over this action under 28 U.S.C. § 1331 because Plaintiffs allege violations of 15 U.S.C. §1125, *et seq.* (the Lanham Act).

16. Venue is proper in this Court under 28 U.S.C. § 1391 because the Defendant is located in this judicial district.

FACTUAL BACKGROUND

17. Each Plaintiff is a professional model and actress who earns a living by commercializing her identity, image, and likeness through negotiated, arms-length transactions with reputable commercial brands and companies.

18. A model's reputation directly impacts the commercial value associated with the use of her image, likeness, or identity to promote a product or service.

19. Each Plaintiff expended and continues to expend substantial efforts, resources, and time in building her reputation in the modeling industry.

20. Each Plaintiff carefully considers the reputation, brand, and type of good or service advertised by any potential client prior to authorizing the use of her image or likeness.

21. Each Plaintiff's career in modeling, acting, and/or private enterprise has substantial value derived from the goodwill and reputation each has built. Each Plaintiff commands substantial sums of money for the licensed commercial use of her image.

22. Defendant has brazenly and repeatedly, without consent, misappropriated Plaintiffs' images and likenesses and used them in its advertisements for its strip club.

23. The following are Defendant's unauthorized uses of Plaintiffs' images identified so far.

Plaintiff	***Initial Pub. Date***	***Image URL***
Campos	5/5/2014	https://www.facebook.com/ClubFifteenGC/photos/a.258390424194953.69530.247124268654902/767931489907508/?type=3&theater
Zharinova	2/6/2015	https://www.facebook.com/PrivateDancerMag/photos/a.821909287845135.1073741852.148996705136400/822693377766726/?type=3&theater
Edmondson	12/4/2016	https://www.facebook.com/ClubFifteenGC/photos/a.258390424194953.69530.247124268654902/1368784243155560/?type=3&theater
Mitcheson	11/3/2014	https://www.facebook.com/ClubFifteenGC/photos/a.366556476711680.91302.247124268654902/875311812502808/?type=3&theater
Mitcheson	11/21/2014	https://www.facebook.com/PrivateDancerMag/photos/a.776996525669745.1073741848.148996705136400/784541608248570/?type=3&theater
Electra	12/21/2013	https://www.facebook.com/ClubFifteenGC/photos/a.258390424194953.69530.247124268654902/692712594096065/?type=3&theater
Underwood	5/13/2015	https://www.facebook.com/PrivateDancerMag/photos/a.858795667489830.1073741855.148996705136400/864792323556831/?type=3&theater
Middleton	10/2/2016	https://www.facebook.com/ClubFifteenGC/photos/a.258390424194953.69530247124268654902/1303910446309607/?type=3&theater

Skinner	7/31/2014	https://www.facebook.com/PrivateDancerMag/photo,/a.732546240114774.1073741844.148996705136400/732546263448105/?type=3&theater

24. Defendant's use of Plaintiffs' images and likeness was for Defendant's commercial benefit and falsely suggests Plaintiffs' sponsorship, affiliation, and participation in Defendant's business.

25. Defendant never sought or obtained permission for any use of any of Plaintiffs' images.

26. None of the Plaintiffs has ever agreed, nor would they have agreed, to any use by Defendant of their images or likenesses to promote Defendant's business.

27. Defendant has never paid any of the Plaintiffs for its unauthorized use of their images or likenesses.

28. Plaintiffs, by FedEx on August 31, 2017, demanded that Defendant cease and desist use of their images and likenesses.

29. Defendant did not respond to Plaintiffs' cease and desist letter.

30. Defendant's unauthorized use of Plaintiffs' images and likenesses is knowing, willful, and intentional.

PLAINTIFFS' ALLEGATIONS

31. Plaintiffs re-state and re-allege paragraphs 1-30 above, and incorporate the same by reference as though fully set forth herein.

Plaintiff Alana Campos

32. Plaintiff Campos is a professional model.

33. In all prior instances of authorized commercial marketing and promotion of her image, likeness or identity by third parties, Plaintiff Campos negotiated and expressly granted authority for such use pursuant to agreed-upon terms and conditions and for agreed-upon compensation.

34. Defendant has never hired or contracted with Plaintiff Campos to advertise, promote, market or endorse Defendant's business.

35. In the image used by the Defendant to promote its business and advertise upcoming events, Plaintiff is readily identifiable in that any person seeing the photograph with the naked eye can reasonably determine that the person depicted is Plaintiff Campos.

36. Defendant's appropriation of the image of Plaintiff Campos was for the purpose of advertising or soliciting patronage of the Defendant's establishment.

37. Defendant has never sought Plaintiff Campos' permission, nor did Plaintiff give Defendant permission to use the image to advertise and promote its club.

38. Defendant has never compensated Plaintiff for any use of her likeness or image.

39. Defendant had actual knowledge it was using Plaintiff Campos's image without compensation or consent. Accordingly, Defendant knowingly

misappropriated Plaintiff Campos' image and identity in total disregard of Plaintiff's rights.

40. Defendant derived a direct commercial benefit from its unauthorized use of Plaintiff Campos' image and likeness.

41. Defendant derived a direct commercial benefit from its unauthorized use of Plaintiff Campos' image and likeness.

42. As a direct and proximate result of Defendant's unauthorized use of Plaintiff Campos' image and likeness, Defendant made profits or gross revenues in an amount to be established at trial.

43. Plaintiff Campos has further been damaged as a direct and proximate result of Defendant's unauthorized use, as she has lost her exclusive right to control the commercial exploitation of her name, photographs, and likeness, resulting in damages, the total amount of which will be established by proof at trial.

Plaintiff Jennifer Zharinova

44. Plaintiff Zharinova is a professional model.

45. In all prior instances of authorized commercial marketing and promotion of her image, likeness or identity by third parties, Plaintiff Zharinova negotiated and expressly granted authority for such use pursuant to agreed-upon terms and conditions and for agreed-upon compensation.

46. Defendant has never hired or contracted with Plaintiff Zharinova to advertise, promote, market or endorse Defendant's business.

47. In the image used by the Defendant to promote its business and advertise upcoming events, Plaintiff is readily identifiable in that any person seeing the photograph with the naked eye can reasonably determine that the person depicted is Plaintiff Zharinova.

48. Defendant's appropriation of the image of Plaintiff Zharinova was for the purpose of advertising or soliciting patronage of the Defendant's establishment.

49. Defendant has never sought Plaintiff Zharinova's permission, nor did Plaintiff give Defendant permission to use the image to advertise and promote its club.

50. Defendant has never compensated Plaintiff for any use of her likeness or image.

51. Defendant had actual knowledge it was using Plaintiff Zharinova's image without compensation or consent. Accordingly, Defendant knowingly misappropriated Plaintiff Zharinova's image and identity in total disregard of Plaintiff's rights.

52. Defendant derived a direct commercial benefit from its unauthorized use of Plaintiff Zharinova's image and likeness.

53. Defendant derived a direct commercial benefit from its unauthorized use of Plaintiff Zharinova's image and likeness.

54. As a direct and proximate result of Defendant's unauthorized use of Plaintiff Zharinova's image and likeness, Defendant made profits or gross revenues in an amount to be established at trial.

55. Plaintiff Zharinova has further been damaged as a direct and proximate result of Defendant's unauthorized use, as she has lost her exclusive right to control the commercial exploitation of her name, photographs, and likeness, resulting in damages, the total amount of which will be established by proof at trial.

Plaintiff Jaime Edmondson Longoria

56. Plaintiff Edmondson is a professional model.

57. In all prior instances of authorized commercial marketing and promotion of her image, likeness or identity by third parties, Plaintiff Edmondson negotiated and expressly granted authority for such use pursuant to agreed-upon terms and conditions and for agreed-upon compensation.

58. Defendant has never hired or contracted with Plaintiff Edmondson to advertise, promote, market or endorse Defendant's business.

59. In the image used by the Defendant to promote its business and advertise upcoming events, Plaintiff is readily identifiable in that any person seeing the photographs with the naked eye can reasonably determine that the person depicted is Plaintiff Edmondson.

60. Defendant's appropriation of the image of Plaintiff Edmondson was for the purpose of advertising or soliciting patronage of the Defendant's establishment.

61. Defendant has never sought Plaintiff Edmondson's permission, nor did Plaintiff give Defendant permission to use the image to advertise and promote its club.

62. Defendant has never compensated Plaintiff for any use of her likeness or image.

63. Defendant had actual knowledge it was using Plaintiff Edmondson's image without compensation or consent. Accordingly, Defendant knowingly misappropriated Plaintiff Edmondson's image and identity in total disregard of Plaintiff's rights.

64. Defendant derived a direct commercial benefit from its unauthorized use of Plaintiff Edmondson's image and likeness.

65. Defendant derived a direct commercial benefit from its unauthorized use of Plaintiff Edmondson's image and likeness.

66. As a direct and proximate result of Defendant's unauthorized use of Plaintiff Edmondson's image and likeness, Defendant made profits or gross revenues in an amount to be established at trial.

67. Plaintiff Edmondson has further been damaged as a direct and proximate result of Defendant's unauthorized use, as she has lost her exclusive

right to control the commercial exploitation of her name, photographs, and likeness, resulting in damages, the total amount of which will be established by proof at trial.

Plaintiff Dessie Mitcheson

68. Plaintiff Mitcheson is a professional model.

69. In all prior instances of authorized commercial marketing and promotion of her image, likeness or identity by third parties, Plaintiff Mitcheson negotiated and expressly granted authority for such use pursuant to agreed-upon terms and conditions and for agreed-upon compensation.

70. Defendant has never hired or contracted with Plaintiff Mitcheson to advertise, promote, market or endorse Defendant's business.

71. In the image used by the Defendant to promote its business and advertise upcoming events, Plaintiff is readily identifiable in that any person seeing the photographs with the naked eye can reasonably determine that the person depicted is Plaintiff Mitcheson.

72. Defendant's appropriation of the image of Plaintiff Mitcheson was for the purpose of advertising or soliciting patronage of the Defendant's establishment.

73. Defendant has never sought Plaintiff Mitcheson's permission, nor did Plaintiff give Defendant permission to use the image to advertise and promote its club.

74. Defendant has never compensated Plaintiff for any use of her likeness or image.

75. Defendant had actual knowledge it was using Plaintiff Mitcheson's image without compensation or consent. Accordingly, Defendant knowingly misappropriated Plaintiff Mitcheson's image and identity in total disregard of Plaintiff's rights.

76. Defendant derived a direct commercial benefit from its unauthorized use of Plaintiff Mitcheson's image and likeness.

77. Defendant derived a direct commercial benefit from its unauthorized use of Plaintiff Mitcheson's image and likeness.

78. As a direct and proximate result of Defendant's unauthorized use of Plaintiff Mitcheson's image and likeness, Defendant made profits or gross revenues in an amount to be established at trial.

79. Plaintiff Mitcheson has further been damaged as a direct and proximate result of Defendant's unauthorized use, as she has lost her exclusive right to control the commercial exploitation of her name, photographs, and likeness, resulting in damages, the total amount of which will be established by proof at trial.

Plaintiff Carmen Electra

80. Plaintiff Electra is a professional model.

81. In all prior instances of authorized commercial marketing and promotion of her image, likeness or identity by third parties, Plaintiff Electra negotiated and expressly granted authority for such use pursuant to agreed-upon terms and conditions and for agreed-upon compensation.

82. Defendant has never hired or contracted with Plaintiff Electra to advertise, promote, market or endorse Defendant's business.

83. In the image used by the Defendant to promote its business and advertise upcoming events, Plaintiff is readily identifiable in that any person seeing the photographs with the naked eye can reasonably determine that the person depicted is Plaintiff Electra.

84. Defendant's appropriation of the image of Plaintiff Electra was for the purpose of advertising or soliciting patronage of the Defendant's establishment.

85. Defendant has never sought Plaintiff Electra's permission, nor did Plaintiff give Defendant permission to use the image to advertise and promote its club.

86. Defendant has never compensated Plaintiff for any use of her likeness or image.

87. Defendant had actual knowledge it was using Plaintiff Electra's image without compensation or consent. Accordingly, Defendant knowingly misappropriated Plaintiff Electra's image and identity in total disregard of Plaintiff's rights.

88. Defendant derived a direct commercial benefit from its unauthorized use of Plaintiff Electra's image and likeness.

89. Defendant derived a direct commercial benefit from its unauthorized use of Plaintiff Electra's image and likeness.

90. As a direct and proximate result of Defendant's unauthorized use of Plaintiff Electra's image and likeness, Defendant made profits or gross revenues in an amount to be established at trial.

91. Plaintiff Electra has further been damaged as a direct and proximate result of Defendant's unauthorized use, as she has lost her exclusive right to control the commercial exploitation of her name, photographs, and likeness, resulting in damages, the total amount of which will be established by proof at trial.

Plaintiff Sara Underwood

92. Plaintiff Underwood is a professional model.

93. In all prior instances of authorized commercial marketing and promotion of her image, likeness or identity by third parties, Plaintiff Underwood negotiated and expressly granted authority for such use pursuant to agreed-upon terms and conditions and for agreed-upon compensation.

94. Defendant has never hired or contracted with Plaintiff Underwood to advertise, promote, market or endorse Defendant's business.

95. In the image used by the Defendant to promote its business and advertise upcoming events, Plaintiff is readily identifiable in that any person seeing the photographs with the naked eye can reasonably determine that the person depicted is Plaintiff Underwood.

96. Defendant's appropriation of the image of Plaintiff Underwood was for the purpose of advertising or soliciting patronage of the Defendant's establishment.

97. Defendant has never sought Plaintiff Underwood's permission, nor did Plaintiff give Defendant permission to use the image to advertise and promote its club.

98. Defendant has never compensated Plaintiff for any use of her likeness or image.

99. Defendant had actual knowledge it was using Plaintiff Underwood's image without compensation or consent. Accordingly, Defendant knowingly misappropriated Plaintiff Underwood's image and identity in total disregard of Plaintiff's rights.

100. Defendant derived a direct commercial benefit from its unauthorized use of Plaintiff Underwood's image and likeness.

101. Defendant derived a direct commercial benefit from its unauthorized use of Plaintiff Underwood's image and likeness.

102. As a direct and proximate result of Defendant's unauthorized use of Plaintiff Underwood's image and likeness, Defendant made profits or gross revenues in an amount to be established at trial.

103. Plaintiff Underwood has further been damaged as a direct and proximate result of Defendant's unauthorized use, as she has lost her exclusive right to control the commercial exploitation of her name, photographs, and likeness, resulting in damages, the total amount of which will be established by proof at trial.

Plaintiff Jamie Middleton

104. Plaintiff Middleton is a professional model.

105. In all prior instances of authorized commercial marketing and promotion of her image, likeness or identity by third parties, Plaintiff Middleton negotiated and expressly granted authority for such use pursuant to agreed-upon terms and conditions and for agreed-upon compensation.

106. Defendant has never hired or contracted with Plaintiff Middleton to advertise, promote, market or endorse Defendant's business.

107. In the image used by the Defendant to promote its business and advertise upcoming events, Plaintiff is readily identifiable in that any person seeing the photographs with the naked eye can reasonably determine that the person depicted is Plaintiff Middleton.

108. Defendant's appropriation of the image of Plaintiff Middleton was for the purpose of advertising or soliciting patronage of the Defendant's establishment.

109. Defendant has never sought Plaintiff Middleton's permission, nor did Plaintiff give Defendant permission to use the image to advertise and promote its club.

110. Defendant has never compensated Plaintiff for any use of her likeness or image.

111. Defendant had actual knowledge it was using Plaintiff Middleton's image without compensation or consent. Accordingly, Defendant knowingly misappropriated Plaintiff Middleton's image and identity in total disregard of Plaintiff's rights.

112. Defendant derived a direct commercial benefit from its unauthorized use of Plaintiff Middleton's image and likeness.

113. Defendant derived a direct commercial benefit from its unauthorized use of Plaintiff Middleton's image and likeness.

114. As a direct and proximate result of Defendant's unauthorized use of Plaintiff Middleton's image and likeness, Defendant made profits or gross revenues in an amount to be established at trial.

115. Plaintiff Middleton has further been damaged as a direct and proximate result of Defendant's unauthorized use, as she has lost her exclusive right to control the commercial exploitation of her name, photographs, and

likeness, resulting in damages, the total amount of which will be established by proof at trial.

Plaintiff Cora Skinner

116. Plaintiff Skinner is a professional model.

117. In all prior instances of authorized commercial marketing and promotion of her image, likeness or identity by third parties, Plaintiff Skinner negotiated and expressly granted authority for such use pursuant to agreed-upon terms and conditions and for agreed-upon compensation.

118. Defendant has never hired or contracted with Plaintiff Skinner to advertise, promote, market or endorse Defendant's business.

119. In the images used by the Defendant to promote its business and advertise upcoming events, Plaintiff is readily identifiable in that any person seeing the photographs with the naked eye can reasonably determine that the person depicted is Plaintiff Skinner.

120. Defendant's appropriation of the images of Plaintiff Skinner was for the purpose of advertising or soliciting patronage of the Defendant's establishment.

121. Defendant has never sought Plaintiff Skinner's permission, nor did Plaintiff give Defendant permission to use the images to advertise and promote its club.

122. Defendant has never compensated Plaintiff for any use of her likeness or images.

123. Defendant had actual knowledge it was using Plaintiff Skinner's images without compensation or consent. Accordingly, Defendant knowingly misappropriated Plaintiff Skinner's images and identity in total disregard of Plaintiff's rights.

124. Defendant derived a direct commercial benefit from its unauthorized use of Plaintiff Skinner's images and likeness.

125. Defendant derived a direct commercial benefit from its unauthorized use of Plaintiff Skinner's images and likeness.

126. As a direct and proximate result of Defendant's unauthorized use of Plaintiff Skinner's images and likeness, Defendant made profits or gross revenues in an amount to be established at trial.

127. Plaintiff Skinner has further been damaged as a direct and proximate result of Defendant's unauthorized use, as she has lost her exclusive right to control the commercial exploitation of her name, photographs, and likeness, resulting in damages, the total amount of which will be established by proof at trial.

COUNT I

Misappropriation of Likeness

128. Plaintiffs re-state and re-allege paragraphs 1 through 127 above, and incorporate the same by reference as though fully set forth herein.

129. Plaintiffs have a right to control the commercial use of their names, images, and likenesses. Under New Jersey law, the unauthorized use of a person's image or likeness for a predominately commercial purpose is unlawful.

130. Defendant's use of Plaintiffs' images and likenesses to advertise its strip club business constitutes a use for commercial purposes.

131. Defendant's use of Plaintiffs' photographs and likenesses did not occur in connection with the dissemination of news or information and was without a redeeming public interest or historical value.

132. Defendant never obtained Plaintiffs' consent for the use of their images and likenesses.

133. Defendant's use of each Plaintiffs' photographs and likenesses was willful and deliberate.

134. As a direct and proximate result of Defendant's scheme to create the false impression that Plaintiffs were affiliated with and/or performed at Defendant's strip club, Defendant enjoyed increased revenues and profits.

135. As a further direct and proximate result of Defendant's deliberate and willful conduct, Plaintiffs have suffered actual damages in an amount to be established at trial.

COUNT II

Unfair Competition / False Endorsement

Lanham Act, 15 U.S.C. §1125(a)

136. Plaintiffs re-state and re-allege paragraphs 1 through 135 above, and incorporate the same by reference as though fully set forth herein.

137. Plaintiffs, through their careers in modeling, advertising, and acting, have all attained significant fame and celebrity.

138. Each Plaintiff enjoys a substantial social media following and has appeared in publications, television, and movies as described above.

139. Each Plaintiff earns her living by commercializing her identity for use by reputable brands and services through arms-length negotiated transactions.

140. Each Plaintiff possesses a valid and protectable mark in the form of her persona, image, likeness, and identity.

141. Each Plaintiff has, and at all times mentioned herein, possessed, maintained, and safeguarded her exclusive right to control the use of her persona, image, likeness, and identity.

142. Prior to authorizing the use of her image, likeness, or identity, each Plaintiff carefully considers the reputation of the potential client and the good or service being promoted.

143. Without consent, Defendant placed Plaintiffs' images and likeness on advertisements promoting its strip club business.

144. In Defendant's advertisements that contain Plaintiffs' images and likenesses, Plaintiffs are clearly depicted and readily identifiable.

145. Plaintiffs and the Defendant are all in the entertainment industry and use similar marketing channels, including social media.

146. Defendant misappropriated Plaintiffs' images and likenesses in order to create the false impression that Plaintiffs are somehow affiliated with, have endorsed, or otherwise participate in Defendant's strip club business.

147. Defendant never sought any Plaintiffs' consent to use her image or likeness.

148. Plaintiffs never participated in, affiliated with, or endorsed Defendant's strip club business.

149. Plaintiffs would not agree to allow their image or likeness to be used to promote Defendant's strip club business.

150. Defendant, at all times mentioned herein, knew that it had no right to use Plaintiffs' images or likenesses to promote its strip club business.

151. Plaintiffs, through their careers in modelling and acting, are well known among the customer base Defendant sought to reach with its advertisements.

152. Indeed, Defendant chose Plaintiffs precisely because of their level of recognition among the demographic of consumers Defendant targets with its advertisements.

153. Defendant clearly intended to create the false impression that Plaintiffs performed at or otherwise endorsed Defendant's business.

154. Defendant placed the misappropriated images on the very same marketing channels (i.e. Facebook, Instagram, and Twitter) used by Plaintiffs to promote themselves.

155. Defendant's misappropriation of Plaintiffs' images is likely to cause confusion as to Plaintiffs' affiliation with, sponsorship of, and/or participation in Defendant's strip club business.

156. Upon information and belief, Defendant's misappropriation has caused actual confusion among consumers as to Plaintiffs' affiliation with, endorsement of, and participation in Defendant's strip club business.

157. Defendant knew or should have known that, given Plaintiffs' careers as professional models, obtaining the right to use their images and likenesses would have required consent and compensation.

158. Defendant's repeated and brazen unauthorized use of Plaintiffs' images and likenesses, without seeking their consent, constitutes willful and deliberate conduct.

159. As a direct and proximate result of Defendant's scheme to create the false impression that Plaintiffs were affiliated with and/or performed at Defendant's strip club, Defendant enjoyed increased revenues and profits.

160. As a further direct and proximate result of Defendant's deliberate and willful conduct, Plaintiffs have suffered actual damages in an amount to be established at trial.

COUNT III

Unfair Competition / False Endorsement

N.J.S.A. 56:4-1, *et seq.*

161. Plaintiffs re-state and re-allege paragraphs 1 through 160 above, and incorporate the same by reference as though fully set forth herein.

162. The aforesaid acts of Defendant's unauthorized use of Plaintiffs' images and likenesses in connection with creating the false impression that they were affiliated with and endorsed Defendant's business constitutes unfair competition under N.J.S.A. 56:4-1.

163. As a direct and proximate result of Defendant's scheme to create the false impression that Plaintiffs were affiliated with and/or performed at Defendant's strip club, Defendant enjoyed increased revenues and profits.

164. As a further direct and proximate result of Defendant's deliberate and willful conduct, Plaintiffs have suffered actual damages in an amount to be established at trial.

165. Defendant's wrongful and deliberate conduct has caused significant damage to Plaintiffs, both directly and indirectly, and Plaintiffs respectfully request treble damages as authorized by N.J.S.A. 56:4-2.

COUNT IV

Common Law Unfair Competition

166. Plaintiffs re-state and re-allege paragraphs 1 through 165 above, and incorporate the same by reference as though fully set forth herein.

167. The aforesaid acts of Defendant's unauthorized use of Plaintiffs' images and likenesses in connection with creating the false impression that they were affiliated with and endorsed Defendant's business constitutes unfair competition under the common law of New Jersey.

168. As a direct and proximate result of Defendant's scheme to create the false impression that Plaintiffs were affiliated with and/or performed at Defendant's strip club, Defendant enjoyed increased revenues and profits.

169. As a further direct and proximate result of Defendant's deliberate and willful conduct, Plaintiffs have suffered actual damages in an amount to be established at trial.

WHEREFORE, Plaintiffs respectfully pray for judgment against Defendant as follows:

1. For actual, consequential, and incidental damages in an amount to be proven at trial;
2. For the amount due, owing and unpaid to Plaintiffs representing the fair market value of their services;
3. For trebling of damages;
4. For punitive damages in an amount to be proven at trial;

5. For prejudgment interest in an amount proscribed by law;

6. For disgorgement of Defendant's profits;

7. For costs of this lawsuit including reasonable attorney's fees; and

8. For such other and further relief as to this court seem just, proper and equitable.

JURY DEMAND

Plaintiffs hereby demand trial by jury as to all issues in the above matter.

Respectfully submitted,

Date: September 29, 2017

BARON & BUDD, P.C.

s/ Jonas P. Mann

Jonas P. Mann
jmann@baronbudd.com

Roland Tellis
rtellis@baronbudd.com
BARON & BUDD, P.C.
15910 Ventura Boulevard, Suite 1600
Encino, California 91436
Telephone: (818) 839-2333
Facsimile: (818) 986-9698

Raymond P. Boucher
ray@boucher.la
BOUCHER LLP
21600 Oxnard Street, Suite 600
Woodland Hills, California 91367
Telephone: (818) 340-5400
Facsimile: (818) 340-5401